

Pledges etc. John Doe, Richard Roe. Joshua Cecell

Robert Anderson Debtor to Joseph Jackson and Company Oct. the 30th 1697.
 To one pair of boyes Grey hose 16, to 1 pair womans Ditto No. 9 20 36
 To 1/2 bushell of bay Salt 40, to 5 yards 3/4 of Duffelds at 40 per yard 230 .. 270

306

The above account provd in open Court per David Small.

The Plaintiffs by Joshua Cecell their attorney haveing Caused a Coppy of the Declaration to be Delivered to the Deffendant att the time of Serveing the writt upon the Said Deffendant which was Eight dayes before this Court whereupon the Said Plaintiffs Prayeth that the Said Defendant to his Declaration aforesaid may answer according to an act of assembly in that Case made and provided.

Whereupon the Said Robert Anderson in his Proper person cometh and Deffendeth the Force and Injury when etc. and Sath that he cannot gainesay the Action of the Said Joseph and Company nor but that the three Hundred and Six pounds of Tobacco is Due and oweing to the Said Joseph and Company in manner and forme as the Said Joseph Jackson and Company against him hath declared Therefore it is Considered that the Said Joseph Jackson and Company recover against the Said Robert Anderson the Sume of three hundred and Six pounds of Tobacco his Debt aforesaid and his Damages by occation of Deteineing the Said Debt to two hundred Sixty four pounds of tobacco to the Said Joseph Jackson and Company of their assent by the Court here adjudged and the Said Robert Anderson in Mercy.

Charles Treacys Administrator Plaintiff: Robert Anderson Deffendant

Robert Anderson Late of Prince Georges County Planter was Atteached to answer unto David Small Administrator of the Goods Chattles and Creditts of Charles Treacy Deceased of a Plea of Tresspass upon the Case etc.

And whereupon the Said David by Joshua Cecell his Attorney compleineth that whereas the Said Robert in the lifetime of the Said Charles that is to Say the tenth day of March in the year of our Lord 1696 [1697] att Charles Towne within the Jurisdiction of this Court Stood indebted unto the Said Charles in the Sume of two Hundred ninety five pounds of Tobacco being for Severall Licquors ordinary Expences by the Said Charles in his Life time Sold and Delivered to the Said Robert as by a Perticular account thereof here in Court Produced may more att Large appear and the Said Robert to the Said Charles in his Lifetime aforesaid in manner afforesaid being indebted in Consideration thereof did assume upon him selfe and to the Said Charles then and there faithfully promise that he the Said Robert the Said Sume of two hundred ninety five lbs. of Tobacco unto the Said Charles when hee Should bee afterwards thereunto requested would well and truly Content and pay Nevertheless the Said Robert his Promise and assumption aforesaid not regarding but mind-ing and fraudulently intending him the Said Charles in his Lifetime Craftily and Subtily to deceive and Defraud the Said Sume of 295 lbs. of Tobacco or any part thereof to the Said Charles in his life time or to the Said David Since the Death of the Said Charles to whom administration of all and Singular the Goods Chattles and Creditts of the Said Charles Since his Decease was leagally Committed hath not paid allthough the Said Robert to doe the Same by the Said Charles in his Life time [374] Afterwards the day and Place aforesaid and by the Said David Since the Death of the Said Charles that is to Say the 10th day of August 1698 att Charles Towne aforesaid was often therunto Re-